MUNICIPAL CORPORATIONS — NEGLIGENCE — EXCAVATIONS — GAS — DEATH — QUESTIONS FOR JURY—CORBIN v. CITY OF PHILADELPHIA, 45 Atl. Rep. 1070. (Penn.).—Where death of plaintiff's son was caused by gas at the bottom of a trench on defendant's street, while attempting to rescue another who had been overcome by the gas, and there was evidence that the other revived and came up unaided from the bottom of the trench, and that those who went down after the deceased came up uninjured. *Held*, that the question whether the deceased was guilty of contributory negligence was for the jury. *Linnehan* v. *Sampson*, 126 Mass. 506.

The law has so great regard for human life that it will not impute negligence to an effort to preserve it, if the effort is made with a reasonable regard for the rescuer's own safety. *Eckert* v. *Raiload Co.*, 115 N. Y. 22.

Mitchell J., Green C. J., Fell J., dissenting. That there is no well recognized principle of law to sustain the results arrived at, only an admiration for heroism, which has no proper place in the administration of justice.

NEWS AGENCIES—MONOPOLIES—INTER-OCEAN PUBLISHING CO. v. ASSOCIATED PRESS, 56 N. E. 822 (Ill.).—This is a petition for an injunction to prevent the appellee from expelling appellant from membership in the Associated Press Publishing Co, for an alleged violation of one of its by-laws forbidding a member from publishing any news not obtained from, or with the consent of the association. *Held*, a provision in the by-laws of a corporation organized to gather and sell news to newspapers, and in the contract with the publisher of a newspaper, that one receiving news from it shall not receive news from any other corporation, which its directors shall declare antagonistic to it, is void, as creating a monoply.

If this decision is followed by other courts it must surely have considerable effect, since it makes news agencies, and other companies of a like nature, quasi-public corporations, and as such, subject to the laws governing them, one of which is the prohibition of monopolies injurious to the public. See Comment.

OIL AND GAS LEASES—CONDITION PRECEDENT—FORFEITURE—HUGGINS v. DALEY, 99 Fed. Rep. 606.—Where a lease was given to bore and work gas and oil wells on leasor's land, the consideration being one dollar and a royalty on the products obtained, with a forfeiture clause stipulating for the payment of $50 in case of failure to bore a well within ninety days, it was held that the failure to comply by completing a well in ninety days made the lease voidable, this being a condition precedent and the whole consideration.

Such leases are construed against the grantee. *Oil Co.* v. *Fretts*, 152 Penn. St. 451, where the whole consideration is the performance, this makes it a condition precedent. *New Orleans* v. *Texas & P. R. R.*, 171 U. S. 334, and such condition was not relieved by the provision to forfeit $50 for failure to comply. Such a lease vests no present title until the condition has been fulfilled, and failure to explore made the lease a *nudum pactum*.

RAILROADS—WRONGFUL EJECTMENT OF PASSENGER—DAMAGES—BADER v. SOU. PAC. CO., 27 South. Rep. 584 (La.)—Where plaintiff had paid the fare to his destination, but was erroneously evicted some distance before reaching his destination, and proceeded to walk there instead of taking the next train, and was injured. *Held*, no recovery.

The doctrine that one injured by the careless or willful act of another, must use ordinary care to keep the damages to the smallest amount is carried, in the present case, to the extent of holding, that if one have money to ride, but walks, and is injured, such care is not exercised. *Beers* v. *Board*, 35 La Ann. 1132; *Spry* v. *Ry. Co.*, 73 Mo. App. 203.